

**Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201**

Department of the Treasury

Date: December 6, 2011

WTVF-TV
c/o Kevin Wisniewski
474 James Robertson Pkwy.
Nashville, TN 37219

Person to Contact:

Karen Batey 0202939

Toll Free Telephone Number:
877-829-5500

Dear Sir or Madam:

This is in response to your December 2, 2011, request for copies of records for Living the Dream – Retirement Living for Seniors.

Enclosed are the copies you requested.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Thomas
Manager, Exempt Organizations
Determinations

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 21 2011

LIVING THE DREAM RETIREMENT LIVING
FOR SENIORS INC
1125 DEER CREEK DR
COOKEVILLE, TN 38501

Employer Identification Number:
45-0927941
DLN:
17053194383021
Contact Person:
JEFFERY A CULLEN ID# 31215
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
January 19, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

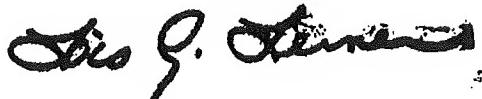
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

LIVING THE DREAM RETIREMENT LIVING

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 21 2011

LIVING THE DREAM RETIREMENT LIVING
FOR SENIORS INC
C/O DEBBIE DERR
228 E BROAD ST STE 200
COOKEVILLE, TN 38501

Employer Identification Number:
45-0927941
DLN:
17053194383021
Contact Person:
JEFFERY A CULLEN ID# 31215
Contact Telephone Number:
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Form 990 Required:
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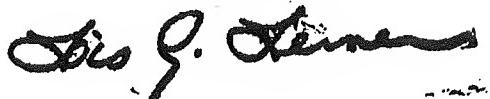
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Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Form 1023 Checklist

(Revised June 2006)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note. Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

Assemble the application and materials in this order:

- Form 1023 Checklist
- Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
- Form 8821, *Tax Information Authorization* (if filing)
- Expedite request (if requesting)
- Application (Form 1023 and Schedules A through H, as required)
- Articles of organization
- Amendments to articles of organization in chronological order
- Bylaws or other rules of operation and amendments
- Documentation of nondiscriminatory policy for schools, as required by Schedule B
- Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
- All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.

User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.

Employer Identification Number (EIN)

Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.

- You must provide specific details about your past, present, and planned activities.
- Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
- Describe your purposes and proposed activities in specific easily understood terms.
- Financial information should correspond with proposed activities.

Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

Schedule A Yes ____ No

Schedule E Yes ____ No

Schedule B Yes ____ No

Schedule F Yes No ____

Schedule C Yes ____ No

Schedule G Yes ____ No

Schedule D Yes ____ No

Schedule H Yes ____ No

Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

- An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Pg 1 Article 10
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Pg 2 Article 1d
- Signature of an officer, director, trustee, or other official who is authorized to sign the application.
 - Signature at Part XI of Form 1023.
- Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
P.O. Box 192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
201 West Rivercenter Blvd.
Attn: Extracting Stop 312
Covington, KY 41011

Power of Attorney and Declaration of Representative

► Type or print. ► See the separate instructions.

OMB No. 1545-0150

For IRS Use Only

Received by:

Name _____

Telephone _____

Function _____

Date / /

Part I Power of Attorney

Caution: Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer Information. Taxpayer(s) must sign and date this form on page 2, line 9.

Taxpayer name(s) and address	Social security number(s)	Employer identification number
Living the Dream/Retirement Living for Seniors, Inc. 1125 Deer Creek Dr Cookeville, TN 38501		45-0927941
	Daytime telephone number	Plan number (if applicable)

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address Debbie Derr 228 E Broad St Ste 200 Cookeville, TN 38501	CAF No. 0100-22355R Telephone No. (931) 528-1545 Fax No. (931) 526-3597 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

3 Tax matters

Type of Tax (Income, Employment, Excise, etc.) or Civil Penalty (see the instructions for line 3)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s) (see the instructions for line 3)
Tax Exempt Application	1023	2011

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. **Specific Uses Not Recorded on CAF.**

5 Acts authorized. The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative or add additional representatives, the power to sign certain returns, or the power to execute a request for disclosure of tax returns or return information to a third party. See the line 5 instructions for more information.

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. See **Unenrolled Return Preparer** on page 1 of the instructions. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan administrator may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (levels K and L) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific additions or deletions to the acts otherwise authorized in this power of attorney:

.....

.....

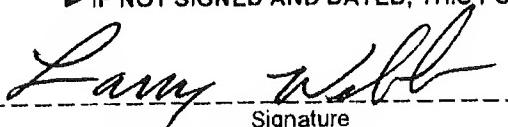
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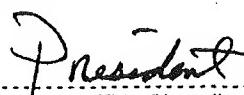
6 Receipt of refund checks. If you want to authorize a representative named on line 2 to receive, BUT NOT TO ENDORSE OR CASH, refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ►

- 7 Notices and communications. Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2.
- a If you also want the second representative listed to receive a copy of notices and communications, check this box. ►
- b If you do not want any notices or communications sent to your representative(s), check this box. ►
- 8 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here.
- YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**
- 9 Signature of taxpayer(s). If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested, otherwise, see the instructions. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

► IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED.


Signature

7-11-2011 
Date Title (if applicable)

Larry Webb
Print Name

PIN Number

Living the Dream/Retirement Living for Seniors, Inc.
Print name of taxpayer from line 1 if other than individual

Signature

Date

Title (if applicable)

Print Name

PIN Number

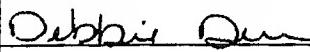
Part II Declaration of Representative

Caution: Students with a special order to represent taxpayers in qualified Low Income Taxpayer Clinics or the Student Tax Clinic Program (levels k and l), see the instructions for Part II.

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer's organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—the authority to practice before the Internal Revenue Service is limited by Circular 230, section 10.7(c)(1)(viii). You must have prepared the return in question and the return must be under examination by the IRS. See Unenrolled Return Preparer on page 1 of the instructions.
 - k Student Attorney—student who receives permission to practice before the IRS by virtue of their status as a law student under section 10.7(d) of Circular 230.
 - l Student CPA—student who receives permission to practice before the IRS by virtue of their status as a CPA student under section 10.7(d) of Circular 230.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

► IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED. See the Part II instructions.

Designation—Insert above letter (a–r)	Jurisdiction (state) or identification	Signature	Date
b	TN		6/30/11 X

1023

(Rev. June 2006)
Department of the Treasury
Internal Revenue Service

17053194383021

Application for Recognition of Exemption

Under Section 501(c)(3) of the Internal Revenue Code

OMB NO. 1545-0256

Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)

Living The Dream/Retirement Living for Seniors, Inc.

2 c/o Name (if applicable)

3 Mailing address (Number and street) (see instructions)

Room/Suite

4 Employer Identification Number (EIN)

1125 Deer Creek Dr

45-0927941

City or town, state or country, and ZIP + 4

5 Month the annual accounting period ends (01 - 12)

COOKEVILLE, TN

38501

12

6 Primary contact (officer, director, trustee, or **authorized representative**)
a Name:

b Phone: (931) 432-4111

Larry Webb

c Fax: (optional)

7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, *Power of Attorney and Declaration of Representative*, with your application if you would like us to communicate with your representative.

Yes No

8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.

Yes No

9a Organization's website: none

b Organization's email: (optional) Ltd-rls@charter.net

Yes No

10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.

Yes No

11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)

01/19/2011

12 Were you formed under the laws of a foreign country?
If "Yes," state the country.

Yes No

For Paperwork Reduction Act Notice, see page 24 of the instructions.

Form 1023 (Rev. 6-2006)

(HTA)

POSTMARK

RECEIVED

JUL 11 '11

JUL 12 '11

17152011194001

CINCINNATI
SERVICE CENTER

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing certification of filing with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. Yes No
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. Yes No
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. Yes No
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. Yes No
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. Yes No
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. Yes No

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. DO NOT file this application until you have amended your organizing document. Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Charter pg 1, paragraph 10 (a)
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Charter pg 2, paragraph 11 (d)
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: _____

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
NONE			

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None		-----	

- c List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None		-----	

The following "Yes" or "No" questions relate to past, present, or planned relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No
- b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. Yes No
- c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No
- 3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties. Yes No
- b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. Yes No
- 4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
- a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? Yes No
- b Do you or will you approve compensation arrangements in advance of paying compensation? Yes No
- c Do you or will you document in writing the date and terms of approved compensation arrangements? Yes No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? Yes No
- e Do you or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source? Yes No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
- 5a Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. Yes No
- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine that you pay no more than fair market value. Attach copies of any written contracts or other agreements relating to such purchases. Yes No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. Yes No
- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. Yes No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. Yes No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. Yes No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. Yes No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. Yes No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. Yes No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a successor to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. Yes No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. Yes No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in political campaigns in any way? If "Yes," explain. Yes No
- 2a Do you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Yes No
- b Have you made or are you making an election to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. Yes No
- 3a Do you or will you operate bingo or gaming activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Yes No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. Yes No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo. NONE

Part VIII Your Specific Activities (Continued)

- 4a** Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) Yes No

mail solicitations
 email solicitations
 personal solicitations
 vehicle, boat, plane, or similar donations
 foundation grant solicitations

phone solicitations
 accept donations on your website
 receive donations from another organization's website
 government grant solicitations
 Other

Attach a description of each fundraising program.

- b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. Yes No
- c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. Yes No
- d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.
- e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. Yes No

-
- 5** Are you affiliated with a governmental unit? If "Yes," explain. Yes No

- 6a** Do you or will you engage in economic development? If "Yes," describe your program. Yes No
- b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.
- 7a** Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. Yes No
- b** Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. Yes No
- c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

- 8** Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. Yes No

-
- 9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. Yes No
- b** Do you provide child care so that parents or caretakers of children you care for can be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). Yes No
- c** Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). Yes No
- d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). Yes No

-
- 10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. Yes No

Part VIII Your Specific Activities (Continued)

- 11 Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. Yes No
- 12a Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d. If "No," go to line 13a.
- b Name the foreign countries and regions within the countries in which you operate.
 - c Describe your operations in each country and region in which you operate.
 - d Describe how your operations in each country and region further your exempt purposes.
- 13a Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.
- b Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
 - c Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. Yes No
 - d Identify each recipient organization and any relationship between you and the recipient organization.
 - e Describe the records you keep with respect to the grants, loans, or other distributions you make.
 - f Describe your selection process, including whether you do any of the following:
 - (i) Do you require an application form? If "Yes," attach a copy of the form. Yes No
 - (ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. Yes No
 - g Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 14a Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.
- b Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
 - c Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. Yes No
 - d Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. Yes No
 - e Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. Yes No
 - f Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. Yes No

Part VIII Your Specific Activities (Continued)

15 Do you have a close connection with any organizations? If "Yes," explain.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
16 Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If "Yes," explain.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
17 Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If "Yes," explain.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
18 Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
19 Do you or will you operate a school ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
20 Is your main function to provide hospital or medical care ? If "Yes," complete Schedule C.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
21 Do you or will you provide low-income housing or housing for the elderly or handicapped? If "Yes," complete Schedule F.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
22 Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
			(a) From 1/1/2011 To 12/31/2011	(b) From 1/1/2012 To 12/31/2012	(c) From _____ To _____	(d) From _____ To _____	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)						0
	2 Membership fees received						0
	3 Gross investment income	1,000		1,000			2,000
	4 Net unrelated business income						0
	5 Taxes levied for your benefit						0
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)						0
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)						0
	8 Total of lines 1 through 7	1,000		1,000		0	2,000
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)		316,800	326,304			643,104
	10 Total of lines 8 and 9	317,800	327,304		0	0	645,104
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)						0
	12 Unusual grants						0
Expenses	13 Total Revenue Add lines 10 through 12	317,800	327,304		0	0	645,104
	14 Fundraising expenses						
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)						
	16 Disbursements to or for the benefit of members (attach an itemized list)						
	17 Compensation of officers, directors, and trustees						
	18 Other salaries and wages	59,000	59,000				
	19 Interest expense	65,000	60,000				
	20 Occupancy (rent, utilities, etc.)	129,555	137,475				
	21 Depreciation and depletion						
	22 Professional fees	2,700	2,736				
	23 Any expense not otherwise classified, such as program services (attach itemized list)	2,000	2,130				
	24 Total Expenses Add lines 14 through 23	258,255	261,341		0	0	

Part IX Financial Data (Continued)

B. Balance Sheet (for your most recently completed tax year)		Year End:
		(Whole dollars)
1	Cash	1
2	Accounts receivable, net	2
3	Inventories	3
4	Bonds and notes receivable (attach an itemized list)	4
5	Corporate stocks (attach an itemized list)	5
6	Loans receivable (attach an itemized list)	6
7	Other investments (attach an itemized list)	7
8	Depreciable and depletable assets (attach an itemized list)	8
9	Land	9
10	Other assets (attach an itemized list)	10
11	Total Assets (add lines 1 through 10)	11 0
Liabilities		
12	Accounts payable	12
13	Contributions, gifts, grants, etc. payable	13
14	Mortgages and notes payable (attach an itemized list)	14
15	Other liabilities (attach an itemized list)	15
16	Total Liabilities (add lines 12 through 15)	16 0
Fund Balances or Net Assets		
17	Total fund balances or net assets	17
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18 0
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. Yes No
If you are unsure, see the instructions.
- b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.
- 3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.
- 4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?
- 5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
The organization is not a private foundation because it is:
- a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
 - b 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B.
 - c 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
 - d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

Part X Public Charity Status (Continued)

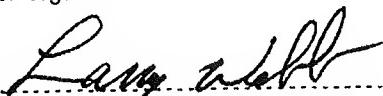
- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

6 If you checked box g, h, or i in question 5 above, you must request either an advance or a definitive ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

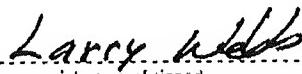
- a Request for Advance Ruling: By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization



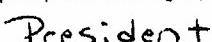
(Signature of Officer, Director, Trustee, or other authorized official)



(Type or print name of signer)

7-11-2011

(Date)



(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

- b Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses.
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box.
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

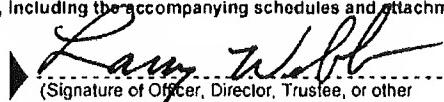
Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$850. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$400. See instructions for Part XI, for a definition of gross receipts over a 4-year period. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? Yes No
If "Yes," check the box on line 2 and enclose a user fee payment of \$400 (Subject to change—see above).
If "No," check the box on line 3 and enclose a user fee payment of \$850 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$400 (Subject to change).
- 3 Check the box if you have enclosed the user fee payment of \$850 (Subject to change).

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please
Sign
Here


(Signature of Officer, Director, Trustee, or other
authorized official)


(Type or print name of signer)
President
(Type or print title or authority of signer)

7-11-2011
(Date)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

Form 1023 (Rev. 6-2006)

Schedule F. Homes for the Elderly or Handicapped and Low-Income Housing**Section I General Information About Your Housing**

- 1 Describe the type of housing you provide. independent living home for seniors
- 2 Provide copies of any application forms you use for admission.
- 3 Explain how the public is made aware of your facility.
- 4a Provide a description of each facility. See attached
 b What is the total number of residents each facility can accommodate?
 c What is your current number of residents in each facility?
 d Describe each facility in terms of whether residents rent or purchase housing from you. rent 2
- 5 Attach a sample copy of your residency or homeownership contract or agreement.
- 6 Do you participate in any joint ventures? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. Also, submit copies of all joint venture agreements. Yes No
- Note.** Make sure your answer is consistent with the information provided in Part VIII, line 8.
- 7 Do you or will you contract with another organization to develop, build, market, or finance your housing? If "Yes," explain how that entity is selected, explain how the terms of any contract(s) are negotiated at arm's length, and explain how you determine you will pay no more than fair market value for services. Yes No
- Note.** Make sure your answer is consistent with the information provided in Part VIII, line 7a.
- 8 Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. Yes No
- Note.** Answer "Yes" if you do manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.
- 9 Do you participate in any government housing programs? If "Yes," describe these programs. Yes No
- 10a Do you own the facility? If "No," describe any enforceable rights you possess to purchase the facility in the future; go to line 10c. If "Yes," answer line 10b.
 b How did you acquire the facility? For example, did you develop it yourself, purchase a project, etc. Attach all contracts, transfer agreements, or other documents connected with the acquisition of the facility.
 c Do you lease the facility or the land on which it is located? If "Yes," describe the parties to the lease(s) and provide copies of all leases. Yes No

Schedule F. Homes for the Elderly or Handicapped and Low-Income Housing (Continued)**Section II Homes for the Elderly or Handicapped**

- 1a Do you provide housing for the elderly? If "Yes," describe who qualifies for your housing in terms of age, infirmity, or other criteria and explain how you select persons for your housing. Yes No
- b Do you provide housing for the handicapped? If "Yes," describe who qualifies for your housing in terms of disability, income levels, or other criteria and explain how you select persons for your housing. Yes No
- 2a Do you charge an entrance or founder's fee? If "Yes," describe what this charge covers, whether it is a one-time fee, how the fee is determined, whether it is payable in a lump sum or on an installment basis, whether it is refundable, and the circumstances, if any, under which it may be waived. Yes No
- b Do you charge periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. Yes No
- c Is your housing affordable to a significant segment of the elderly or handicapped persons in the community? Identify your community. Also, if "Yes," explain how you determine your housing is affordable. Yes No
- 3a Do you have an established policy concerning residents who become unable to pay their regular charges? If "Yes," describe your established policy. Yes No
- b Do you have any arrangements with government welfare agencies or others to absorb all or part of the cost of maintaining residents who become unable to pay their regular charges? If "Yes," describe these arrangements. Yes No
- 4 Do you have arrangements for the healthcare needs of your residents? If "Yes," describe these arrangements. Yes No
- 5 Are your facilities designed to meet the physical, emotional, recreational, social, religious, and/or other similar needs of the elderly or handicapped? If "Yes," describe these design features. Yes No

Section III Low-Income Housing

- 1 Do you provide low-income housing? If "Yes," describe who qualifies for your housing in terms of income levels or other criteria, and describe how you select persons for your housing. Yes No
- 2 In addition to rent or mortgage payments, do residents pay periodic fees or maintenance charges? If "Yes," describe what these charges cover and how they are determined. Yes No
- 3a Is your housing affordable to low income residents? If "Yes," describe how your housing is made affordable to low-income residents. Yes No
Note. Revenue Procedure 96-32, 1996-1 C.B. 717, provides guidelines for providing low-income housing that will be treated as charitable. (At least 75% of the units are occupied by low-income tenants or 40% are occupied by tenants earning not more than 120% of the very low-income levels for the area.)
- b Do you impose any restrictions to make sure that your housing remains affordable to low-income residents? If "Yes," describe these restrictions. Yes No
- 4 Do you provide social services to residents? If "Yes," describe these services. Yes No

LARRY WEBB
1125 DEER CREEK DR
COOKEVILLE, TN 38501

INTERNAL REVENUE SERVICE
P.O. BOX 192
COVINGTON, KY 41012-0192

Living the Dream
45-0927941



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: Living the Dream/Retirement Living for Seniors, Inc.

General Information

Control # :	648843	Formation Locale:	Putnam County
Filing Type:	Corporation Non-Profit - Domestic	Date Formed:	01/19/2011
Filing Date:	01/19/2011 11:34 AM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Public		

Registered Agent Address

LARRY WEBB
1125 DEER CREEK DRIVE
COOKEVILLE, TN 38501

Principal Address

1125 Deer Creek Drive
Cookeville, TN 38501

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
01/19/2011	Initial Filing	6815-2330

Active Assumed Names (if any)	Date	Expires
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Living the Dream
45-092741

CHARTER
OF
LIVING THE DREAM/RETIREMENT LIVING FOR SENIORS, INC.

Pursuant to the provisions of Section 48-60-106 of the Tennessee Nonprofit Corporation Act, the undersigned incorporator hereby adopts the following charter:

1. The name of the corporation is

LIVING THE DREAM/RETIREMENT LIVING FOR SENIORS, INC.

2. The corporation is a public benefit corporation.

3. This corporation is not a religious corporation.

4. (a) The complete address of the corporation's initial registered office in Tennessee is 1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501.

- (b) The name of the initial registered agent, to be located at the address listed in 4(a), is Larry Webb.

5. The name and complete address of each incorporator is:

- (a) Larry Webb, 1705 County House Rd, Smithville, TN 37166
- (b) Wendy Askins, 1447 West Cemetery Rd, Cookeville, TN 38506

6. The complete address of the corporation's principal office is 1125 Deer Creek Drive, Cookeville, Putnam County, Tennessee 38501.

7. This corporation is a nonprofit corporation.

8. This corporation will not have members.

9. The officers and directors of the corporation shall serve without compensation.

10. The purposes for which the Corporation is formed, and the business and objects to be carried on and promoted by it, are as follows:

- (a) This Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, with all such distributions being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide affordable housing and, in furtherance of that purpose, to acquire, rehabilitate, own, operate, maintain, manage, lease, sell, mortgage or otherwise dispose of such housing facilities.

(b) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distribution in furtherance of its exempt purposes. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carryon any other activities not permitted to be carried on (1) by a corporation exempt from Federal income taxation under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or (2) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law.

11. The Corporation is empowered:

(a) To buy, own, sell, assign, mortgage, or lease any interest in real estate and personal property and to construct, maintain, and operate improvements thereon necessary or incident to the accomplishment of the purposes set forth in Article II hereof.

(b) To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge, or other lien on the Corporation's property.

(c) To do and perform all acts reasonably necessary to accomplish the purposes of the Corporation.

(d) Upon dissolution of the Corporation, all of the remaining assets of the Corporation shall be distributed only to one or more organizations created and operated for one or more exempt purposes within the meaning of Article II(a) hereof, other than for religious purposes, all of the foregoing within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as said court shall determine which are organized and operated exclusively for such purposes.

12. The number of directors of the corporation shall be no fewer than five (5) nor more than seven (7) directors. The original directors and the term for which each will serve are set forth in Exhibit A attached hereto.

13. The officers and directors of the corporation will serve without compensation.

14. The initial board of directors of the corporation has been appointed by Cumberland Regional Development Corporation (the "Sponsor"). In the event of any vacancy on the board of directors, the successor shall be selected and approved by and shall serve at the pleasure of the Sponsor. In the event that such approval is withdrawn, such withdrawal of approval shall constitute the automatic resignation for the board member whose approval has been withdrawn.

15. The officers of the corporation, as provided by the bylaws of the corporation, shall be elected by the directors of the corporation in the manner therein set out, and shall serve until their successors are elected and have qualified. The directors shall elect the regular officers of the corporation at the annual meeting for terms of one year. The secretary and treasurer may be one and the same person. The annual meeting shall be the first Monday of October of each year.

16. Bylaws of the corporation may be adopted by the directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of this Charter.

17. In order to meet the organizational tests for exempt organizations, Cumberland Regional Development Corporation is hereby identified as the publicly supported organization that the corporation is supporting and operating in connection with.

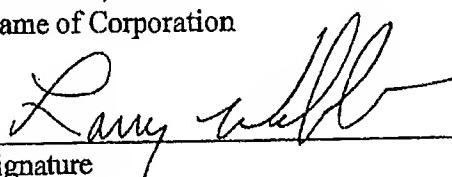
18. The existence of the Corporation shall be perpetual.

January 1, 2011

LIVING THE DREAM/RETIREMENT LIVING FOR
SENIORS, INC

Name of Corporation

Signature Date



Incorporator

Signature

Signer's Capacity

Larry Webb

Name (typed or printed)

BYLAWS
OF
LIVING THE DREAM/RETIREMENT LIVING FOR SENIORS, INC.
ARTICLE I. BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors, all of whom shall be of legal age and members in good standing.

SECTION 2. Initial Board of Directors. Initially, the Board of Directors of the corporation shall consist of the persons listed on Exhibit A to the corporate charter of the Company. Thereafter, members of the Board shall be appointed as provided for in the Charter. Each director shall hold office until the expiration of the term for which he is elected, and thereafter until his successor has been elected and qualified.

SECTION 3. Annual Meetings. The annual meeting of the Board of Directors shall be held on the second Monday in October of each year or on such other date as may be determined by the Board of Directors and set forth in the notice of such meeting. The business to be transacted at the annual meeting shall be the election of directors and such other business as may properly come before the meeting.

SECTION 4. Special Meetings. Special meetings of the Board of Directors, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors of the corporation.

SECTION 5. Place of Meetings. Board of Directors meetings shall be held at the principal office of the corporation or at such other place as may be designated by the President or the Board of Directors.

SECTION 6. Notice of Meetings. Written or printed notice stating the place, day, and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either (a) personally, (b) by mail or (c) by e-mail, by or at the direction of the President, the Board of Directors, or the persons calling the meeting to each director entitled to vote at the meeting. If mailed, such notice shall be delivered not less than two (2) days nor more than thirty (30) days prior to the date of the meeting and shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the books of the corporation, with postage thereon prepaid. If e-mailed, such notice shall be delivered not less than two (2) days nor more

than thirty (30) days prior to the date of the meeting and shall be deemed to be delivered when received by the member at the member's e-mail address as it appears on the books of the corporation. If delivered personally, such notice shall be delivered not less than two (2) days nor more than thirty (30) days before the date of the meeting and shall be deemed delivered when actually received by the director. A certificate of the Secretary or other person giving the notice, that the notice required by this section has been given, in the absence of fraud, shall be *prima facia* evidence of the facts therein stated.

When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If after the adjournment, however, the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each director of record on the new record date entitled to notice under the first paragraph of this SECTION 6.

SECTION 7. Quorum. The greater of (a) three (3) directors or (b) one-half of the directors in office, represented in person or by proxy, shall constitute a quorum at a meeting. The directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

SECTION 8. Voting. Each director shall be entitled to one vote upon each matter submitted to a vote at a meeting of members.

SECTION 9. Action by Unanimous Written Consent. Whenever directors are required or permitted to take any action by vote, such action may be taken without a meeting or written consent, setting forth the action so taken, signed by all directors entitled to vote thereon.

SECTION 10. Telephone Meeting Allowed. Participation by members of the board or any committee designated by the board in any telephone meeting of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other shall be permitted. Participation in such a meeting pursuant to this Paragraph 10 shall constitute presence in person at such meeting. The directors shall be promptly furnished a copy of the minutes of any meeting held under this paragraph.

SECTION 11. Newly Created Directorships and Vacancies.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board of Directors for any reason may be filled by the sponsor of the Company, Breakthrough Corporation (the "Sponsor"). A director elected to fill a vacancy shall hold office until the next annual meeting of members and thereafter until a successor has been elected and qualified.

SECTION 12. Compensation. Each director shall serve without compensation, provided that, subject to the limitations in the charter of the corporation, a director of the corporation may be employed by the corporation in another capacity.

SECTION 13. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 14. Committees. The board, by resolution adopted by a majority of the entire board, may designate an executive committee, consisting of two or more directors, and other committees, consisting of two or more persons, who may or may not be directors, and may delegate to such committee or committees all such authority of the board that it deems desirable. Only the specific delegation of the board shall be effective to give a committee the authority to adopt, amend or repeal the bylaws, to submit to members any action that needs member authorization under applicable law, to fill vacancies in the board or in any committee. The committee shall report any action taken to the meeting of the board next following the taking of such action, unless the board otherwise requires. The board may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of the committee. Each such committee, and each member of each such committee, shall serve at the pleasure of the board. The designation of any such committee and the delegation thereto of authority shall not relieve any director of any responsibility imposed by law. So far as applicable, the provisions of these by-laws relating to the conduct of meetings of the board shall govern meetings of the executive and other committees.

ARTICLE II. OFFICERS

SECTION 1. Number. The officers of the corporation shall be a president, and a secretary. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except that no person shall hold the offices of president and secretary.

SECTION 2. Election and Term of Office. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors held after each annual meeting of the membership. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death, resignation, or removal. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 3. Removal and Vacancies. Any officer or agent may be removed by the Board of Directors with or without cause by the affirmative vote of a majority of the directors then in office. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 4. President. The president shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all business and affairs of the corporation, shall preside at the meetings of members and the Board of Directors; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 5. Secretary. The secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each member which shall be furnished to the secretary by such member; (e) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 6. Salaries. The officers of the corporation shall serve without compensation, provided that, subject to the

limitations in the charter of the corporation, an officer of the corporation may be employed by the corporation in another capacity.

ARTICLE III. CONTRACTS, LOANS, CHECKS, AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, employee, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE IV. CORPORATE SEAL

The Board of Directors may, but shall not be obligated to, provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation; but the presence or absence of such seal on any instrument, or its addition thereto, shall not affect its character, validity or legal effect in any respect.

ARTICLE V. WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any director of the corporation under the provisions of these By-Laws or under the provisions of the articles of incorporation or otherwise, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI. MISCELLANEOUS

SECTION 1. Offices. The principal office of the corporation in the State of Tennessee shall be located at such place as shall be designated by the board.

SECTION 2. Charter. The provisions of the Charter to the contrary shall control over these By-Laws.

ARTICLE VIII. AMENDMENTS

These By-Laws may be altered, amended, or repealed by the members at any annual meeting or at any special meeting and by the affirmative vote of a majority of the entire Board of Directors of the corporation at any regular or special meeting of the Board of Directors, provided each director is given written notice of the proposed alteration, amendment, or repeal of these By-Laws in the normal manner at least five (5) days prior to such meeting of the Board of Directors.

Description: Living the Dream Retirement Living for Seniors, Inc. is an independent living facility for seniors and disabled persons in the Upper Cumberland. Independent Living or life skills are defined as "those skills or tasks that contribute to the successful independent functioning of an individual in the following domains: home and personal care, leisure / recreation, and community participation. Living the Dream is located in Putnam County, the central shopping mecca for a population of over 300,000 people. Living the Dream is situated on a 10 acre tract of land with outside therapeutic activities. There is a large patio, a walkway, a flower garden and farm animals available to provide a distinct advantage of allowing for social and psychological support among residents.

Living the Dream is a non-profit group home for the aged dedicated to providing safe, sanitary, affordable living to low income people. Our resident's health and well being is the primary focus at Living the Dream-Retirement Living for Seniors. Our facility focuses on those 55+ or individuals with a disability. We are committed to providing the highest quality of care. We have experienced, compassionate, and dedicated staff that will work daily to see that our resident needs are met.

The population approaching (or in) retirement generally looks forward to a new environment in a fun, relaxed atmosphere. Living the Dream will provide safe, affordable housing, including meals and linen service in a pleasant atmosphere for senior living. This facility consists of 22 units, each with one bedroom, a private bath, and a sitting area. Living the Dream has a spacious commercial kitchen and a separate dining room/ common area for residents to gather for meals and spend time together. Space will be available for family functions, birthdays, special events, etc. Also, available are laundry facilities, a beauty salon and barber shop. There is a media room that will be available for non denominational bible studies, watching TV, playing games, reading, or just relaxing. Activities will be added or altered as requested by the majority of tenants.

Weekly movie nights will be planned in the media room with popcorn, candy and beverage. Other exciting activities include computer classes, exercise classes, piano and a pool table. Outdoors our facility will also have available flower gardens, vegetable gardens, and a variety of horses, goats, miniature donkeys, etc. Living the Dream is a pet friendly facility and can accommodate most apartment-sized animals.

The goal for this project is designed to establish a facility that will be designed to accommodate a profitable number of residents in a safe, comfortable manner. Within the first 24 months, to reach 85% occupancy and bring the project to a desired standard. Our long term goal is to have achieved an ongoing occupancy in the 90's within the next three years and established systems and procedures that will allow "Living the Dream" to replicate the facility in several counties within the Upper Cumberland region. No one said this effort would be easy, but we've made a commitment and are sticking to it.

Details of Activities: In 2010, Living the Dream was purchased as an unfinished shell of a 5,000 sq ft building. Tireless effort was put into designing the original facility in a way that would allow it to be most efficiently utilized as a home for the aged. Construction began in early 2011 in two additions that will take the total to 22 available units for low income or disabled persons. Construction is anticipated to be finished in July 2011 and licensure of the facility will follow closely behind completion.

Timeframes for Each Task: Within the first 24 months our goal is to reach 85% occupancy and within three years to achieve an ongoing occupancy rate in the 90% range.

Duration of Project: This will be an ongoing independent living facility serving our active senior adult and disabled adult populations with safe, affordable housing for many years.

Time to Beginning: Project already has two residents and construction is underway to add 20 more units which should be ready for occupancy in three months or less.

Living the Dream
45-0927941

Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

Page 3 Question 2a

The board members are employed by the same employer, Upper Cumberland Development District.

INITIAL BOARD OF DIRECTORS:

<u>Member</u>	<u>Term Expires</u>
Larry Webb	October, 2011
Wendy Askins	October, 2011
Sherry Thurman	October, 2011
Kenneth Copeland	October, 2011
John Pelham	October, 2011

Living the Dream Retirement Living for Seniors, Inc (LTD)

Conflict of Interest Policy¹
And
Annual Statement

**For Directors and Officers and
Members of a Committee with Board Delegated Powers**

Article I – Purpose

1. The purpose of this Board conflict of interest policy is to protect LTD's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer or director of LTD or might result in a possible excess benefit transaction.
2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.
3. This policy is also intended to identify "independent" directors.

Article II – Definitions

1. **Interested person** -- Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. **Financial interest** -- A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which LTD has a transaction or arrangement,
 - b. A compensation arrangement with LTD or with any entity or individual with which LTD has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which LTD is negotiating a transaction or arrangement.

¹ This policy is based on the IRS model Conflict of Interest policy, which is an attachment to Form 1023. It adds information needed to allow LTD to assess director independence in order to answer questions on Form 990.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Board or Executive Committee decides that a conflict of interest exists, in accordance with this policy.

3. **Independent Director** -- A director shall be considered "independent" for the purposes of this policy if he or she is "independent" as defined in the instructions for the IRS 990 form or, until such definition is available, the director --
 - a. is not, and has not been for a period of at least three years, an employee of LTD or any entity in which LTD has a financial interest;
 - b. does not directly or indirectly have a significant business relationship with LTD, which might affect independence in decision-making;
 - c. is not employed as an executive of another corporation where any of LTD's executive officers or employees serve on that corporation's compensation committee; and
 - d. does not have an immediate family member who is an executive officer or employee of LTD or who holds a position that has a significant financial relationship with LTD.

Article III – Procedures

1. **Duty to Disclose** -- In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board or Executive Committee.
2. **Recusal of Self** – Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.
3. **Determining Whether a Conflict of Interest Exists** -- After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Executive Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Executive Committee members shall decide if a conflict of interest exists.
4. **Procedures for Addressing the Conflict of Interest**
 - a. An interested person may make a presentation at the Board or Executive Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

- b. The Chairperson of the Board or Executive Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board or Executive Committee shall determine whether LTD can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Executive Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in LTD's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

5. Violations of the Conflicts of Interest Policy

- a. If the Board or Executive Committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or Executive Committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV -- Records of Proceedings

The minutes of the Board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or Executive Committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V – Compensation

- a. A voting member of the Board who receives compensation, directly or indirectly, from LTD for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from LTD for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from LTD, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI – Annual Statements

1. Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:
 - a. Has received a copy of the conflict of interest policy,
 - b. Has read and understands the policy,
 - c. Has agreed to comply with the policy, and
 - d. Understands LTD is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
2. Each voting member of the Board shall annually sign a statement which declares whether such person is an independent director.
3. If at any time during the year, the information in the annual statement changes materially, the director shall disclose such changes and revise the annual disclosure form.
4. The Executive Committee shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

Article VII – Periodic Reviews

To ensure LTD operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to LTD's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement or impermissible private benefit or in an excess benefit transaction.

Article VIII – Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, LTD may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

The End

Revision History by the LTD Board

Initial Conflict of Interest policy adopted June 6, 2011

Living the Dream

45-0927941

Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

Page 4 Question 7 a and b

Wendy Askins, who is on the board of directors, serves as the Resident Manager at LTD. She is solely responsible for the tenants from approximately 8 pm until 7 am daily. She receives no compensation for this; however she receives free rent for providing this service.

Living the Dream
45-0927941

Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

Page 5 Questions 1 and 2

Please refer to the enclosed Resident Handbook. Living the Dream provides affordable housing for senior citizens.

Living the Dream
45-0927941

Resident Handbook

Living the Dream

1125 Deer Creek Drive
Cookeville, TN 38501

Independent Living for Seniors

Resident Handbook - Living the Dream

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ADMINISTRATION AND GENERAL INFORMATION

Your Address: Your new address is as follows:

1125 Deer Creek Drive

Cookeville, TN 38501

Administration:

Management Personnel. At Living the Dream your satisfaction is our top priority. Our staff will work diligently to earn your trust. Please do not hesitate to call upon us for anything that you may need. Living the Dream will be a family environment and we will attempt to meet resident needs.

Title

Name

Administrator

Wendy Askins

Executive Director

Larry Webb

Maintenance Director

Chad Blair

Office Manager

Anna Marie Askins

Appointments. Appointments are not required to see the Administrator or Office Manager. If these individuals are not available when you arrive, a message will be taken on your behalf. If you wish, an appointment can be scheduled at that time.

Bulletin Board. The Bulletin Board displays the calendar of events, special notices, pictures, newspaper articles, etc. Please check the board regularly. Bulletin Board is located in the media room.

Telephone Numbers. If you need assistance with telephone numbers please contact the Administrator or Office Manager.

Questions about your Invoices. Our Administrator is responsible for resident billing services. He or she is available to answer questions you may have about your bill. Please let your families or your Guardian know that the Administrator or Office Manager or his or her designee is here to answer any of their financial questions, as well. The office hours are 8:30 AM – 5:00 PM, Monday through Friday.

ADVANCE DIRECTIVES AND HEALTH INFORMATION

Advance Directives. It is the policy of Living the Dream to ask all residents whether they have executed any advance directives. This includes a health care power of attorney, a health care proxy, a living will, or other similar documents, which describe the amount, level, or type of health care you want to receive if you can no longer communicate those decisions directly to a doctor or other healthcare professional. If you have executed any such documents, or if you execute any such documents while you are a resident at Living the Dream, it is your responsibility to advise the staff and provide a copy of any such documents to us. If you execute such documents, and later revoke or change them, it is also your responsibility to inform us of such revocation or change.

HIPAA Authorization. When you move into Living the Dream you execute a medical authorization for the use and disclosure of health information. If your wishes regarding the use and disclosure of information change while you are living in the facility you must sign a new authorization. You may obtain a new authorization form by contacting the Administrator or Office Manager.

Communication. When you move into Living the Dream, you also provide us with the name, address, and telephone number of your local primary care physician. If there is a change in your primary care physician, health, medications or treatment plan, please communicate these changes to the Administrator or Office Manager.

RESIDENCE

Antennas. You may not install or have installed exterior antennas, aerials or satellite dishes without the approval of the Administrator or Office Manager.

Candles. The use of candles in your residence is strictly prohibited.

Circuit Breaker. If you break a circuit and are unfamiliar or uncomfortable resetting it, please contact any of our staff and he or she will send the appropriate person to assist you. Please contact the Manager for any other electrical problems.

Decorating. We encourage you to personalize your residence. Any costs associated with alterations or decorating will be at your expense. Please do not use adhesive backed picture hangers. Charges will be made to your account upon move out to return your residence to its original state.

Utilities and Cable Services. Charges for electricity and water are included in the Basic Services Fee. Neither the local provider nor us will bill you separately for those services.

Living the Dream does not provide personal phones or phone services nor do we pay for telephone services. You are responsible for contacting the local telephone company and arranging for phone services and paying the local telephone company directly for all installation charges, repair charges, monthly fees and long distance charges. To assist in our communication with you, please notify the Administrator or Office Manager of your telephone number once you obtain one from the telephone company. You are responsible for furnishing your own television set(s). A television is located in the media room, however, tenants must understand first come, first serve.

COMMUNITY RULES AND PROCEDURES

Substance Abuse. To ensure the safety and well-being of our residents and employees, the abuse of alcohol or controlled substances will not be tolerated.

Personal Conduct. You are expected to conduct yourself in a socially appropriate manner, and require your guests or other invitees on the premises to conduct themselves in a civil manner that will not cause unreasonable distress, discomfort, annoyance, disturbance or inconvenience to other residents, employees, and management of Living the Dream. It is expected that you will be considerate of those around you and respect their rights.

Commons Areas. You shall only use your residence, common area or grounds of the facility for residential purposes and for usual and customary social and recreational purposes. The residences, common area and grounds of the facility shall not be used for any purpose that is offensive, improper or contrary to any law or ordinance.

Dress and Attire. You and your visitors are required to dress appropriately when walking about the building and in the common areas of the facility. Clothing appropriate for public gatherings is requested in the dining room.

Firearms, Weapons and Hazardous Substances. Living the Dream strictly prohibits the use, threat of use or storage of any firearms or weapons on the premises by residents, visitors, private duty personnel or staff. Residents and visitors are not allowed to possess or store in a resident residence, or anywhere on the grounds of the facility, any explosives or highly flammable material or hazardous substances, including kerosene, gasoline or paint stripper.

Insurance. Our facility carries insurance on property owned by Living the Dream and liability insurance for accidents that may occur in non-residence areas. The insurance policy does not provide coverage for your personal property. We strongly recommend that you insure the contents of your residence as protection from potential losses. We are not responsible for losses to your personal property for any reason, including fire, water damage and theft. Liability Insurance, such as a Renter's or Tenant's Policy must be arranged with the agency of your choice at your expense.

Lost and Found. Contact any Resident Assistant to report a lost item or to turn in a found item.

Noise. You may enjoy the radio, stereo, television and musical instruments in your residence. However, please use good judgment regarding the volume, especially during the early morning and evening hours. For those who desire or require additional volume, we recommend the use of headsets. Any disturbances can be reported to any of our staff.

No Solicitation. For your protection and privacy, no solicitation of any kind is permitted in the facility. Please notify any of our staff if you notice any solicitation in the building or on the grounds.

Overnight Stay. If you are going to be away from Living the Dream overnight or longer, you must notify the Administrator or Office Manager and provide us with a phone number where you can expect to be reached and an anticipated return date. This ensures that in the event of an emergency we can locate or contact you. If for any reason we are not able to locate you, we will contact the person you have designated as your emergency contact person.

Smoking. Smoking is not permitted in your residence, in any hazardous location or in any room or compartment where flammable liquids, combustible gases, or oxygen are used or stored. We ask that you please advise your guests and visitors of this policy. Smoking is only permitted in designated areas.

Cigarettes/cigars must be placed in the proper receptacles provided. To ensure the comfort and safety of our residents and staff, we will not tolerate any deviation from this policy.

Theft and Loss. Report any theft or loss immediately to the Administrator or Office Manager.

Tipping and Gratuities. Living the Dream has adopted a "No Tipping" Policy. This policy ensures that all residents receive the same quality of service and are protected from possible financial exploitation. Tipping may also be detrimental to the morale of our employees. Under no circumstances may our employees solicit or accept gifts or tips of any kind for the performance of daily duties. A violation of this policy subjects an employee to disciplinary action. Please remember that no employee can accept tips, however, kind words or notes are always appreciated.

Visitors. Your visitors are always welcome at Living the Dream. It is the policy of the Residence to promote open visiting hours, as long as it does not interfere with the rights, privacy and safety of other residents. We will not restrict visits from your family or legal representative, spiritual advisor, medical providers or any other individual, except at your written request. Guests are required to sign in and out when visiting tenants.

Visitors are asked to use the main entrance when they come to visit. The main entrance is locked at 8 PM.

COMMUNITY SERVICES - SPA

Beauty Salon and Barber Shop. The Beauty Salon and Barber Shop is located in the facility. The salon will also offer manicures and pedicures.

Available at no additional charge will be onsite recreation and exercise area. For information regarding rates, hours of operation and scheduling of appointments, please see the Administrator or Office Manager.

Dining Services.

Dining Services; Hours of Service. Breakfast, lunch and dinner are served daily in the dining room. A typical breakfast includes egg of choice, cereal of choice (hot or cold), meat, biscuit or toast, and fruit. Lunch and dinner menus offer a selection of meals. Menus are posted on a weekly basis in the dining room. Special diets will be discussed with individual tenants. Snacks and drinks will be provided throughout the day and evening.

The hours of dining are as follows:

Meal	Start Time
Breakfast	7:30 a.m.
Lunch	Noon
Dinner	6:00 p.m.

Guest Meals. Friends and family are always welcome to visit the dining room. Advance reservations are needed for guests and can be made by contacting the Food Service Director. Meals provided to your guests are \$5.00 each and are payable at the time of service.

Meal Credits. Your Basic Services Rate will not be reduced for meals not taken.

Exterminator Services. All common areas will be serviced on a regular basis in an effort to keep pests out of the facility. If you experience a pest problem within your residence please notify any of our staff so exterminator services may be scheduled as soon as possible.

Tenants. You will be responsible for keeping your sleep area clean. You will also be responsible for your laundry. A schedule will be posted when you can do your laundry. Housekeeping and laundry assistance is available at an additional charge.

Laundry and Dry Cleaning.

Dry Cleaning. The facility does not provide dry cleaning services. If you are interested in these services please see the Administrator or Office Manager. He or she may assist you in identifying local dry cleaning services. All charges associated with this service will be your responsibility and must be paid in full at the time of service.

Laundry. A Laundry room is provided, free of charge, for resident's convenience and is only for resident's use. Use of the equipment is limited to the hours between 8:00 a.m. and 6:00 p.m. No bleach is allowed in the laundry room. Heavy Bedding (quilts, bedspreads, etc.) may not be laundered in these washers.

Ironing. An ironing board and iron are located in the laundry for your personal use.

Lost Laundry. Any items lost in the laundry room are stored in the facilities laundry room. We recommend you tag all your laundry with your name.

Mail and Packages.

Incoming Mail. Once you have submitted a change of address form to the local post office, your mail will be delivered by the U.S. Postal Service to Living the Dream mailbox. Our staff will sort and deliver your mail to you. Please advise your family, friends and correspondents of your new address. Incomplete mailing addresses could result in a delivery delay.

Outgoing Mail. All outgoing mail must be stamped. Stamps are available for purchase. See the Administrator or Office Manager.

Building Maintenance. The Maintenance Department endeavors to keep the building in good repair at all times. Any problems you may have in your residence or observe in the building should be reported to the Resident Staff who will complete a work order form. We will provide maintenance services for all equipment that we provide, including replacing light bulbs for permanent fixtures.

Emergency Maintenance Request. Staff is on call 24 hours a day, seven days a week for handling emergencies. If you have a maintenance emergency, please notify the Resident Staff. The following are examples of emergency maintenance problems:

- Water leak;
- Stopped up sinks and toilet;
- No heat;
- No hot water;
- Electrical short circuits;
- No Power or;
- Broken door locks.

Personal Maintenance Services. Personal assistance such as hanging pictures and rearranging furniture, will be provided free of charge for one month following your move in.

Photocopies. A photocopy machine is available for your use as needed. Photocopies of single documents are available free of charge for the first 2 copies. Larger photocopy jobs may be done for a fee, please see the Administrator or Office Manager for Schedule of Fees.

HEALTHY GENERATION SM RECREATION PROGRAM

Activities. A variety of programs for your enjoyment will be planned. The activities program is designed with your preference in mind, and based on interest surveys and resident input through the Resident Council. Programs may range from in-house guest entertainers, to education programs, games and to off-site trips such as, shopping, theater, museums, concerts, etc.

Resident Handbook – Living the Dream

Calendar. A monthly calendar, weekly agenda or both are distributed to each resident. In addition, a calendar and special events of the day are posted on the Community Bulletin Board. You are encouraged to enjoy our programs, either as participant or observer. Some services and programs may be accessed only on a space-available or first-come basis.

Activity Fees. In addition to the programs offered in-house at no extra cost, there are some activities outside the Community at a nominal charge. The charges normally cover the cost of transportation, admission, meals or other accommodations and are required to ensure that costs are shared by participants rather than by the entire resident body. In such cases, ample notice and all pertinent information will be given to you. In most cases the payments for such activities will be added to your monthly bill.

Suggestions. We are always open to resident input and suggestions to improve the program. Feel free to speak with the Administrator or Office Manager at any time during your stay if you have a particular program idea.

MOTORIZED CART

Use of Motorized Vehicle. We allow the use of battery powered motorized vehicles such as an electric wheelchair. However, a motorized cart, scooter or similar device (a "Motorized Vehicle") on the Community premises is prohibited. We may restrict your use of a Motorized Vehicle if you fail to operate the Motorized Vehicle safely and pose a direct threat to the safety of the other residents, our employees or property.

PETS.

Prior Approval. We recognize the enjoyment and companionship that a pet can provide to its owner and therefore allow pets that meet with the prior approval of the Administrator or Office Manager. Any questions regarding the pet guidelines should be directed to the Administrator or Office Manager.

Pet Restrictions. The following restrictions apply to resident pets:

- Dogs must not exceed 35 pounds.
- Cats must stay confined in resident's residence.
- Wild animals and primates, such as skunks, raccoons, monkeys and reptiles, are never allowed.

Care and Responsibility of Pet. You must be able to care for, or arrange for someone to care for your pet. The pet is your sole responsibility and you will be responsible for cleaning up after your pet in the residence and on the grounds of Living the Dream. In addition, you will be financially responsible for any and all damage, loss and other expense, including any flea problems that may occur due to your pet. Pets are not allowed in the common areas.

Health of Pet. All pets must be in good health and a veterinarian should perform examinations and immunizations at least annually and as appropriate. A dog must be vaccinated against rabies, leptospirosis, distemper, hepatitis, and parvo. A cat must be vaccinated against rabies and feline leukemia. A copy of all veterinarian's examinations, immunizations, recommendations and treatments of pets must be submitted to us.

Access. Pets are not permitted to freely traverse any areas of the building and must be restrained by a leash at all times. Pets are not allowed in the dining area.

Registered. All dogs and cats must wear a collar with appropriate identification. You must register your pet with us and you must provide a written statement of good health from a veterinarian listing the pet's age, weight and schedule of shots. This information must be updated yearly.

Threat or Nuisance. A pet should be able to live in its new surroundings without being a threat or nuisance to other residents or staff. We reserve the right to request that a pet be removed or if necessary remove the pet without your consent if the pet poses a safety or health risk to the residents or staff of Living the Dream.

Pet Deposit. A deposit will be required in the amount of \$300.00 and Living the Dream will work with clients if full deposit cannot be paid at the time apartment is occupied. Only small pets will be allowed.

RESIDENT AND FAMILY CONCERNS

Customer Service. We strive to make Living the Dream a safe, enjoyable and comfortable place to live. We want you to feel the same way and we are continuously looking for ways to improve our facility and services. If you have a compliment, complaint or suggestion, we encourage you to bring it to our attention. You may do so by talking with or writing to the Manager or Administrator.

Employer and Resident Relations. We expect our employees to be courteous and helpful at all times. If this is not the case, however, please direct any concerns or suggestions about our employees to the Manager or Administrator. Rules of conduct of the staff and management personnel have been established to promote better communication and relationships and therefore better service to our residents.

Grievance Procedures. Our Community approaches resident and family concerns as an opportunity to improve service to the residents. Both residents and families of residents can feel confident that their concerns will be explored and resolved in a timely fashion. Therefore, you are encouraged to use the procedures set forth below for any issues that may arise.

1. A concern regarding any area of the facility should be brought to the attention of the Administrator.
2. The Administrator will work with the resident to attain a satisfactory resolution to the issue.
3. The Administrator will monitor the handling of all concerns raised by the residents and families of residents and will ensure that they are explored and resolved promptly.
4. If the concern is not satisfactorily resolved, or if you or your family is not comfortable discussing the concern with the Administrator, the concern may be brought directly to the Executive Director. The Executive Director will then work directly with the resident to attain a satisfactorily resolution of the issue.

State Ombudsman Program. At any time residents and their family have the right to bring concerns and complaints to the attention of the Statewide Ombudsman Program. This is a state operated program developed to maintain or improve the quality of life of residents by the receipt, investigation and resolution of complaints and problems by or on behalf of the residents. While ombudsmen do not have direct authority to require action by a facility, they have the responsibility to negotiate on a resident's behalf and to work with other state agencies for effective enforcement. To use this program, residents may contact the Ombudsman designated by the state by calling 432-4210.

Resident Council. Residents of the facility have the right to form and participate in a resident council forum. The residents solely lead the resident council, however, the council may utilize the services of the management team to assist with meeting minutes, notices, etc. Meetings are held monthly. Participation is voluntary and the council's purpose includes:

- Discuss Living the Dream operations
- Discuss resident right issues
- Discuss grievance and concerns
- Participate in the resolution of concerns
- Participate in the planning of Community events and activities
- Opportunity to meet with Living the Dream staff

SAFETY AND SECURITY

Emergency Response. In the instance of a medical emergency we will dial 911 to summon emergency personnel. If you have supplied us with a copy of your advance directives we will present these to the emergency personnel upon their arrival. While we want to honor your wishes, state regulations require us to contact emergency personnel whenever we perceive a life-threatening emergency. You will be responsible for any costs associated with an ambulance transfer to the hospital if emergency personnel deem it necessary for your health and well-being.

Fire Equipment. The residence is equipped with systems designed to alert and extinguish any fire that may occur. Smoke detector alarms are installed throughout the facility and in your residence.

Fire Safety Program. The Community's fire safety program will be made available to you and provides specific instructions on what to do in an emergency situation. We recommend that you review this information carefully.

Fire Drills. We take every precaution to ensure that the staff is fully prepared for any potential fire emergency. Staff is instructed on emergency procedures and the important role that they play in assisting the residents and one another during the evacuation process. To ensure that staff and residents are familiar with what to do in case of a fire we will conduct regularly scheduled fire drills.

Fire Safety Tips. As we have cautioned our employees, we also wish to encourage you to be conscious of the safety rules for the welfare and protection of everyone. The following are tips that we offer to promote good safety habits for our residents.

- Do not overload your electrical outlets with multiple plugs.
- Allow adequate space around the television and stereo system to prevent overheating.

Prohibited Items. For your safety and the protection of those around you, the use of extension cords is prohibited. Additional prohibited items include heated plug-in air fresheners.

Hallways and Corridors. For safety reasons, the hallways and corridors must remain clear of all items and articles. Please refrain from placing personal items such as doormats, boots and umbrellas in the hallways. These items should be kept in your residence to avoid possible tripping hazards.

Safety Tips. As we have cautioned our employees, we also wish to encourage you to be conscious of the safety rules for the welfare and protection of everyone. The following are tips that we offer to promote good safety habits for our residents.

- Be alert for obstructive items that may cause tripping hazards.
- Great care should be taken when using throw rugs as they are tripping hazards.

Severe Weather. Living the Dream staff will closely monitor any severe weather conditions and will institute emergency procedures as necessary. Please remain calm during instances of severe weather and await specific instructions from staff members.

TRANSPORTATION

Scheduled Transportation Services. Regularly scheduled transportation service in Living the Dream's vehicle is available to you. Local transportation service is provided on a scheduled basis within the city limits at no additional charge. You must notify the Administrator or Office Manager if you require transportation.

Vehicle Schedule. Living the Dream reserves the right to make changes or cancellations to the Vehicle Schedule due to inclement weather, lack of resident participation or need, etc. Any changes in the Vehicle Schedule will be posted on the Bulletin Board as soon as possible. Residents that have scheduled appointments on a day that the Vehicle Schedule is altered will be notified individually.

Medical and Dental Appointments. Medical and dental appointments using our transportation must be scheduled in accordance with the Vehicle Schedule. If a scheduled

doctor's appointment conflict with the Vehicle Schedule, we will assist you in arranging transportation at your own expense. Transportation service for medical and dental appointments is defined as "driver door to doctor's door". Our transportation service does not include escort servlce. If needed you may arrange for such service at an additional charge in accordance with the Living the Dream Schedule of Fees.

Regular Shopping Trips. To ensure that all residents of Living the Dream have an opportunity to access transportation services, we reserve the right to limit the number of shopping trips that an individual may take.

Alternate Transportation. If you need transportation for an appointment, which cannot be accommodated within the facilities Vehicle Schedule, we will do our best to help you arrange for alternate transportation at your own expense. All fees associated with alternate transportation will be your responsibility and must be paid in full at the time of service.

VEHICLES

Parking.

Resident Parking. We attempt to provide adequate parking for our residents and visitors. One parking space is allotted to each resident who has a vehicle. Your vehicle must be registered to, and driven by you, not a family member or friend.

Permitted Vehicles; Condition. The Residence cannot accommodate parking for boats, campers or recreational or commercial vehicles. Parking of any unauthorized vehicle or parking in an unauthorized space, such as a fire lane, may result in the vehicle being towed at the owner's expense. All cars parked in the facilities parking lot must be free of any oil and fluid leaks. Car repair, washing or polishing is prohibited in driveways and parking areas.

No Responsibility for Theft. We are not responsible for your vehicle or its contents while parked in the facility parking lot. To ensure the protection of your vehicle and any items contained in your vehicle, please ensure that you lock your vehicle at all times.

Notice to Relocate. A 30 day notice will be required if tenant moves from the facility. Unusual circumstances will be discussed and monthly fee requirement may be waived by the Living the Dream committee.

I have reviewed Handbook and agree to follow Living the Dream Independent Living for Seniors Rules and Guidelines.

Administrator

Resident

Witness

Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

Form 1023 Page 5 Part VI Question 1

Please refer to the enclosed Resident Handbook. Living the Dream provides affordable housing for senior citizens.

Form 1023 Page 5 Part VI Question 2

Criteria for accepting a lessee -

- Must be 55 or older or disabled
- Must be able to self-evacuate within time limits set by the state governing agency
- Must not be on any state abuse registry
- Must be financially able to pay the monthly room and board fees
- Must not present a potential harm to him/herself or others

Living the Dream
45-0927941

Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

Page 6 Part VIII Question 5

See Page 3 Item 17 of the Charter.

Cumberland Regional Development Corporation is publicly supported and operating in connection with
Living the Dream.

Living the Dream
45-0927941

Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

Page 7 Part VIII Question 11

As of now, Living The Dream has not accepted any contributions of real property, etc. but may do so in the future if the opportunity arises.

Living The Dream
45-0927941

Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

Form 1023 Pg 8 Q 15

See Charter Page 3 Item 17

Rhonda Chaffin
ASSESSOR OF PROPERTY
PUTNAM COUNTY
MAP 02-08 PAR 088.02
COMPLETE PART OF
Send Tax Bill To:
Bebe Ray

Living the Dream
45-0907941

WARRANTY DEED

Prepared By:

Jack Ray, Attorney
Montgomery, TN. 38574

SEND TAX BILLS TO:
Name: Living the Dream-Independent
Living for Seniors, Inc.
Address: 1225 South Willow Ave
City: Cookeville State: TN Zip: 38506

PROPERTY OWNER:
Name: same as above
Address:
City: State: Zip:

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars cash in hand
paid to us by Living the Dream-Independent Living for Seniors, Inc., plus other
good and valuable consideration, the receipt of which is hereby acknowledged,

James E. Bartlett

have this day bargained and sold, and do hereby transfer and convey unto Living the Dream-Independent Living for Seniors, Inc., their heirs and assigns,
hereinafter referred to as "grantees", whether one or more, certain real estate
located in the Twentieth (20th) Civil District of Putnam County, Tennessee,
described more fully as follows:

Beginning at a $\frac{1}{2}$ " rebar (old) in the west margin of Deer Creek Road, being the
northeast corner of Lot 35, Deer Run Subdivision (James Bartlett), also being a corner of
Bartlett; thence leaving the west margin of Deer Creek Road and with the north line of
Lot 35, Deer Run Subdivision (James Bartlett) N74°34'04"W 190.00' to a $\frac{1}{2}$ " rebar (old),
being the northwest corner of Lot 35, Deer Run Subdivision (James Bartlett); thence
severing the land of Bartlett N74°34'04"W 288.40' to a $\frac{1}{2}$ " rebar (old) in the east line of
Lot 25, Deer Run Subdivision (Phyllis Bradley); thence with the east line of Lot 25, Deer
Run Subdivision (Phyllis Bradley), and the east line of Lot 24, Deer Run Subdivision
(James Bartlett) N22°26'25"E 239.03' to a $\frac{1}{2}$ " rebar (new), being the northeast corner of
Lot 24, Deer Run Subdivision (James Bartlett), also being the southeast corner of Lot
23, Deer Run Subdivision (James Bartlett); thence with the east line of Lot 23, Deer Run
Subdivision (James Bartlett), Lot 22, Deer Run Subdivision (James Bartlett), Lot 21,
Deer Run Subdivision (James Bartlett), Lot 20, Deer Run Subdivision (Anna Coffman),
Lot 19, Deer Run Subdivision (Charles Stewart), and Lot 18, Deer Run Subdivision
(Edward Frazier) N10°46'58"E 604.60' to a $\frac{1}{2}$ " rebar (old), being the northeast corner of
Lot 18, Deer Run Subdivision (Edward Frazier); thence severing the land of James
Bartlett N10°46'58"E 26.78' to a $\frac{1}{2}$ " rebar (new), being the southwest corner of Dennis
Bartlett; thence with the south line of Dennis Bartlett S86°38'01"E 543.22' to a $\frac{1}{2}$ " rebar
(new), being a common corner of Dennis Bartlett, Linda Sue Brown, John & Martha
Schmidt, and James Bartlett; thence with a west line of John & Martha Schmidt and the

rg of Oct. 1
Living to Dream
45-0927941

east margin of a 30' permanent access easement S15°39'06"W 812.98' to a $\frac{1}{2}$ " rebar (new) in the north margin of a cul-de-sac (Deer Creek Road), being a corner of John & Martha Schmidt; thence with the north margin of said cul-de-sac (Deer Creek Road) around a curve to the left an arc distance of 128.61' (Radius-50.00') to a point in the west margin of Deer Creek Road; thence with the west margin of said road S15°25'56"W 75.84' to the point of beginning. Containing 10.52 acres, more or less, as surveyed by Bartlett Surveying, 214 East Stevens Street, Cookeville, Tennessee, 38501, Alfred M. Bartlett, and R.L.S. #762, on February 24, 2005.

There is a 30' permanent access easement across the eastern portion of the above-described property.

No hogs, chickens, mobile homes, "moved in homes" or junk yards shall be allowed on property. Should property be subdivided into lots of 1 acre or less the restrictions for Deer Run Subdivision shall apply.

****James E. Bartlett and James Edward Bartlett are one and the same****

Source of Description: Previous and Last Conveyance

Previous and last conveyance being a Warranty Deed to James E. Bartlett, of record in the Register's Office of Putnam County, Tennessee in Record Book 305, Page 509.

Tax Identification: Map 55, Parcel 88.02

Which has the Address: 1125 Deer Creek Drive,
Cookeville, TN. 38501

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said grantees, their heirs and assigns forever. We covenant that we lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered. We further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.
Witness our hand(s) this the 27th day of May, 2010.

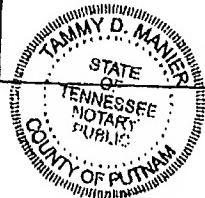
James E. Bartlett By Dennis Bartlett, Attorney-in-fact
James E. Bartlett (aka James Edward Bartlett)
BY: Dennis Bartlett, Attorney-in-Fact

Living the Dream

43-092794

STATE OF TENNESSEE
COUNTY OF PUTNAM

The actual consideration or value whichever is greater for this transfer is \$390,000.00.

Dorothy Palmer
AffiantSubscribed and sworn before me, this the 27th day of May, 2010.*Tammy D. Manier*
Notary Public or RegisterMy Commission Expires: 9-20-2011

ACKNOWLEDGEMENT

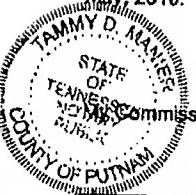
STATE OF TENNESSEE
COUNTY OF PUTNAM

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Dennis Bartlett, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of James E. Bartlett (aka James Edward Bartlett), and acknowledged that they did so as their free act and deed, and for the purposes therein contained.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this the 27th day of May, 2010.

Tammy D. Manier
Notary Public

My Commission Expires: 9/20/2011



STATE OF TENNESSEE, PUTNAM COUNTY

The foregoing instrument and certificate were noted in Notebook _____, Page _____ at O'clock _____ M _____, 20____ and recorded in Warranty Deed Book _____, Page _____.
 State Tax Paid \$ _____ Fee \$ _____ Recording Fee \$ _____ Total
 \$ _____ Receipt No. _____

Register

Harold Harris, Register
Putnam County
 Rec #: 89557 Instrument #: 110524
 Rec'd: 15.00 Recorded
 State: 1443.00 6/7/2010 at 2:30 PM
 Clerk: 1.00 in Record Book
 Other: 4.00 587
 Total: 1463.00 Pgs 544-546

Pg 4 of 4
Living the Dream
45-0927941

This instrument prepared by:

Bank of Putnam County
140 South Jefferson Ave.
Cookeville, TN 38501
(831) 528-5441

DEED OF TRUST

Maximum Principal Indebtedness For Tennessee Recording Tax Purposes Is \$ 750,000.00 Dollars.

For and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, and the other considerations hereinafter mentioned and set out,
Living The Dream-Independent Living For Seniors, Inc.

hereinafter jointly and severally referred to as Grantors have bargained and sold and do hereby grant, bargain, sell, transfer and convey unto Jack P. Rev. Trustee, Cookeville, Tennessee, his successors and assigns in trust, the following described property:

Lying and being in the Twenty-fifth (20th) Civil District of Putnam County, Tennessee as follows:

SEE ATTACHED EXHIBIT "A"

Source of Description; The Previous and Last Conveyance:

Previous and last conveyance being a Deed from _____
to _____
of record in the Register's Office of _____ County, Tennessee in Book _____
Page _____

Which has the Address:

Tax Identification:

TO HAVE AND TO HOLD the property herein before described to the said Trustee, his successors and assigns in Trust, for the uses and purposes hereinafter set forth.

This conveyance is made in trust for the trusts, uses and purposes hereinafter set out. The primary obligation of which this trust is made is as follows:



Living the Dream

45-0927941

To secure the payment of a note of even date herewith in the principal sum of \$750,000.00 Dollars
executed by Living The Dream-Independent Living For Seniors, Inc.,
payable to Bank of Putnam County for the purpose of securing borrowed money, plus any extensions or
renewals thereof. Said note is payable on DEMAND and bears interest at the rate of 8.000 % per annum.
Advances may be made, repaid and remade from time to time under said note so long as the aggregate amount
outstanding at any time does not exceed the face amount.

1. This conveyance is to secure and make certain the payment and performance of the above stated obligation
and any and all extensions or renewals thereof in whole or in part and further to secure the performance of each and
all of the covenants and agreements made herein and in said note by the grantor this day duly executed and delivered.
The lien of this Deed of Trust shall remain in full force and effect during any postponement or extension of the time of
payment of the indebtedness or any part thereof secured hereby, and the execution of a new Deed of Trust shall not
be necessary to maintain said lien during any such extension or postponement until the total indebtedness hereby
secured is paid and satisfied in full.

2. The grantor agrees that this Deed of Trust shall secure the payment of any and all of his existing, future or
subsequent indebtedness owing to the beneficiary herein, of any and every kind or character, from the date hereof,
and in an amount not exceeding \$ 750,000.00.

3. The Grantor will keep the buildings on said land insured for at least the replacement value.

4. The Grantor herein, in order to more fully protect the security of this Deed of Trust, does hereby covenant and
agree as follows:

(a) That in the event any of said debt is placed in the hands of an attorney for collection by suit or otherwise,
or to enforce its collection or to protect the security for its payment, the Grantor will pay all costs of collection and
litigation, together with a reasonable attorney's fee, and such costs and fees shall be a lien on the premises hereby
conveyed and enforced in the same manner as the debt hereby secured. In the event the Trustee herein named, or the
beneficiary, shall become a party or parties to any litigation, or be forced to become a party or parties to any litigation
or proceeding at law or in equity in order to protect the security for the payment of said debt, the Grantor agrees to pay
the Trustee and/or beneficiary, as the case may be, the costs of such litigation, including a reasonable attorney's
fee incurred by virtue of such litigation and proceedings, which costs and fees shall be a further charge or lien upon
said premises and shall be enforced the same as the principal obligations herein secured.

(b) The Grantor covenants unto the Trustee and the beneficiary that it will pay all taxes and assessments
levied on the property as and when same may become due and payable, and that the Grantor will abstain from
committing waste or doing anything whereby the security of the indebtedness secured hereby may be lessened or
threatened in any way, in the event of the default in the payment of the taxes and assessments, the beneficiary may
pay such sums as may be in default and all advances or expenses incurred therein, with interest thereon at the highest
legal rate, shall be a part of the lien hereby secured and a charge upon said property, and the payment thereof
enforced in the same manner provided for enforcing the payment of the indebtedness herein secured, and payment
thereof by the beneficiary shall not constitute a waiver of the right to declare the unpaid balance of the indebtedness
hereby secured due and payable because of such default.

(c) The lien of this Deed of Trust shall be prior and superior to the lien claims of any and all persons who may
hereafter perform labor or furnish materials in connection with any improvements made on the real property herein
conveyed and each and all of them are put upon notice accordingly.

(d) Also conveyed are all rents, issues and profits of the described premises, subject however to the right
reserved by the grantor to collect and apply such rents, issues and profits prior to any default hereunder.

(e) Any arrearage amount cured in a bankruptcy proceeding under Title 11 of the United States Code shall
bear interest at the highest effective rate of interest then permitted by applicable law.

5. Now, therefore, if said debt is fully paid and satisfied upon its maturity and according to its terms and all other
obligations herein incurred are fully met, then this obligation is to be void and of no further effect, and the beneficiary
will issue a proper release of lien of this Deed of Trust at the expense of the Grantor. But should the Grantor default in
the payment of any portion of the principal or interest hereby secured for a period of ten days, or should the Grantor
default in the performance of any other covenant herein contained for ten days, the beneficiary may, at its option,
declare the entire unpaid balance of said debt immediately due and payable and this Deed of Trust, may be foreclosed;
and the Trustee herein above named or his successors in trust, upon being directed by the beneficiary to foreclose this
Deed of trust, is hereby authorized, empowered and directed to advertise said property for sale, giving the time, place
and terms of said sale, and such advertisement shall be published in some newspaper in the county in which the
property is located, at least one time each week for three consecutive weeks, the publication of such advertisement
and sale pursuant thereto to be in accordance with the laws and statutes of the State of Tennessee. After having so
advertised said property for sale, the Trustee, or his successors in trust, is authorized, empowered and directed to sell
said property in front of the Courthouse door at the time and under the terms designated in the notice of sale, at
public outcry to the last, highest and best bidders for cash in hand, and in bar of all of the equities and rights of
redemption, whether common law or statutory, including the right of redemption provided for in Tennessee Code
Annotated, 64-801, homestead, dower and all other rights or exemptions of every kind, all of which are hereby
expressly waived by the Grantor; and, the Grantor herein waives the necessity of said Trustee, or his successors in
trust, making oath, filing inventory or giving bond or security for the execution of this trust. Upon said sale, said
Trustee, or his successors in trust, is authorized to execute, acknowledge and deliver a deed of conveyance to the said
purchaser thereof, and to place the purchaser thereof in posseesse and quiet possession of the premises. The
beneficiary may bid for said property and become a purchaser at said sale. The Grantor further covenants and agrees
that in the case of any sale under this Deed of Trust, it will at once surrender possession of said property and will from
that moment become and be a tenant at will of purchaser and removable by process, as upon a forcible and unlawful
detainer, and further agrees to pay the said purchaser the reasonable rental value of said premises for the time
occupied after sale.

6. The Grantor agrees that it shall sell, convey or alienate said property, or any part thereof, or any interest
therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntary or involuntary,
except by reason of inheritance upon the death of Grantor, without the written consent of the beneficiary being first
had and obtained, the beneficiary shall have the right, at its option, to declare any indebtedness or obligations secured
hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable. In
the event ownership of the property hereby conveyed, or any part thereof, becomes vested in a person or entity other
than the Grantor herein named, whether such transfer is with or without beneficiary's written consent, beneficiary
may, without notice to Grantor, deal with such successor or successors in interest with reference to this instrument
and the debt hereby secured, in the same manner as with the Grantor without in any way violating or discharging
Grantor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed, and no
forbearance on the part of beneficiary, and no extension of the time for the payment of the debt hereby secured shall
operate to release, discharge, modify, change or affect the original liability of the grantor herein either in whole or in
part.

7. The Grantor acknowledges that this Deed of Trust is subordinate and subject to all prior deeds of trust as are set out in the description of the property herein conveyed, to which deeds of trust reference is hereby made; and, the Grantor covenants that it will promptly pay the payments on the prior deeds of trust as they become due, and if default be made in the payment or performance of any portion of any of said prior deeds of trust when due, all of the debt herein secured shall immediately become due at the option of the beneficiary, and the Trustee shall, upon being requested to do so by the remedy of beneficiary, advertise and sell the above described property as herein provided. In addition to the foregoing right and as respects said lien, cure, in any manner permitted by the prior lien holder, said default, and all sums so expended by beneficiary shall be secured hereunder or under said prior lien; provided, such action by beneficiary shall not be construed, for the purposes of this instrument, as estating the default of the Grantor hereunder or thereunder.

8. The Grantor agrees to keep the improvements on said property in good repair and state of preservation and to keep the buildings now standing or hereafter to be erected on said property insured against loss by fire or such other casualty as is normally included in an "extended coverage" policy by some insurance company to be approved by the beneficiary herein for an amount as stated in the Deed of Trust and to deposit said insurance policy with the beneficiary with loss payable to the beneficiary under a New York Standard Mortgage clause or similar clause satisfactory to the beneficiary as its interest may appear. In case the Grantor fails to do this, the beneficiary or Trustee, or his successors in trust, may do either or both and treat the amount so expended as additional to and a part of the debt herein secured and enforce and collect the same in like manner.

9. Prior to or concurrent with the execution of this Deed of Trust, beneficiary shall have the right at its election and option to advance the cost of obtaining a title examination or a mortgagee title insurance policy on the property hereby conveyed together with the cost of recording any and all title papers necessarily incident to the closing of the loan herein secured, for which Grantor will reimburse beneficiary, and sums so advanced shall become a part of the lien Indebtedness herein secured and enforceable in the same manner as the primary obligation. Any such title examination or mortgage title policy required by beneficiary shall, unless otherwise requested by Grantor, be solely for the use and benefit of beneficiary and cover the title to the property hereby conveyed only insofar as the value of said property relates to the outstanding balance due on the debt hereby secured, and Grantor understands that same shall not afford any protection to Grantor in the event of a defect or claim of defect in the title to the property hereby conveyed.

10. In the event Grantor shall take out any life insurance payable to beneficiary as additional security for the repayment of the indebtedness hereby secured, then beneficiary may pay any or all premiums on such policy or policies of life insurance as the same mature, for which payments, Grantor agrees to reimburse beneficiary, and all amounts so advanced or paid, with legal interest, shall be a lien on the property herein conveyed and enforceable by the sale in the same manner as the primary obligation. Beneficiary shall not, however, be obligated to make any such advances and no beneficiary of any such policy on account of any lapse of such policy for nonpayment of premiums.

11. In case of the sale of said land and premises under this Deed of Trust the proceeds shall be applied by the Trustee, or his successors in trust as follows:

(a) **FIRST:** To the paying of costs and expenses of executing this trust including but not limited to reasonable attorney's and Trustee's fees, and all sums the beneficiary, its successors and assigns, or the Trustee may have expended or become liable for, on the account of the cost of litigation, attorney's fees, taxes, assessments and any advances made or expenses incurred on account of the property herein conveyed unless otherwise provided herein, and all with interest thereon at the highest legal rate.

(b) **SECOND:** Trustee will pay the entire balance of the indebtedness herein secured, including, but not limited to, principal, accrued interest and any and all advances herein provided for, together with reasonable attorney's fees, and if, after payment of all the foregoing, the Grantor has any other indebtedness due to the beneficiary, then said Trustee may apply any balance to that or those obligations upon the demand of the beneficiary.

(c) **THIRD:** The balance, if any, shall be paid to the Grantor or to its successors or assigns.

12. The beneficiary may at any time, with or without cause, and at its pleasure, and without notice either to the Trustee or to any party or persons, remove the Trustee herein named and appoint a successor for him by an instrument in or successors to the Trustee so appointed shall succeed to all the obligations, duties, waivers, and immunities conferred upon the Trustee herein named, and no resignation, evidence of inability, failure to function or evidence of absence of the Trustee herein named shall be required, and such like power of substitution shall continue as long as any debt secured hereby remains unpaid.

13. No exercise of the power of appointment of a Successor Trustee, or any other power or right given in this instrument shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security in the collection of the indebtedness secured by the instrument until said indebtedness is fully paid and discharged.

14. It is agreed by the parties hereto that should any sale herein provided for, be made by said Trustee, or his successors in trust, that he or they need not personally attend and conduct the same, but at his or their option, he or they may have the sale conducted by an agent or an attorney selected by him or them.

15. In the event this Deed of Trust includes a conveyance of personal property this Deed of Trust shall be construed as a security instrument under the requirements of the Uniform Commercial Code as adopted by the State of Tennessee. Further, in the event of a default under this Deed of Trust said personal property may be sold and disposed of in the same way and manner as the real property herein conveyed and such disposition of said personal property shall be deemed to have been conducted in a commercially reasonable manner. However, such disposition of said personal property shall not be deemed to be the exclusive method of disposal, beneficiary being granted herein the right to dispose of said personal property by any other means available to beneficiary under the provisions of the Uniform Commercial Code. All conditions, covenants, warranties, agreements and conditions herein stated concerning the property herein conveyed shall be equally applicable to personal property as well as real property.

16. The Grantor covenants with the grantee herein named, his successors and assigns, that he is lawfully seized and possessed of said property, that he has a good and lawful right to convey the same, that said property is free and unencumbered, except as set out in said Deed of Trust, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whatsoever. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, successors, assigns and personal representatives of the parties hereto.

17. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The term, "beneficiary", as used herein shall include any and all subsequent true and lawful holder or holders and owner or owners of the debt and obligations hereby secured.

Living the Dream
45-0927941

IN WITNESS WHEREOF, Grantor has duly executed this Deed of Trust this 27th day of May 2010.

BY: Wendy Askins, Chairperson Date 5/27/10

BY: Larry Webb, Director Date 5/27/2010

Date

Date

Date

Date

ACKNOWLEDGEMENT

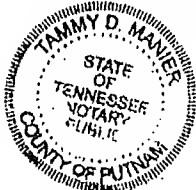
STATE OF TENNESSEE)
COUNTY OF PUTNAM)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wendy Askins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Chairperson of Living the Dream-Independent Living for Seniors, Inc., the within bargainer, a Tennessee Corporation and that she as such Chairperson, executed the foregoing instrument for the purpose therein contained, by signing on behalf of Living the Dream-Independent Living for Seniors, Inc., by herself as Chairperson.

Witness my hand and official seal, at Cookeville, Tennessee, this 27th day of May, 2010.

Tammy D. Manier
NOTARY PUBLIC

My Commission Expires: 9/20/2011



ACKNOWLEDGEMENT

STATE OF TENNESSEE)
COUNTY OF PUTNAM)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Larry Webb, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Director of Living the Dream-Independent Living for Seniors, Inc., the within bargainer, a Tennessee Corporation and that he as such Director, executed the foregoing instrument for the purpose therein contained, by signing on behalf of Living the Dream-Independent Living for Seniors, Inc., by himself as Director.

Witness my hand and official seal, at Cookeville, Tennessee, this 27th day of May, 2010.

Tammy D. Manier
NOTARY PUBLIC

My Commission Expires: 9/20/2011



Page 4 of 4

EXHIBIT "A"

Legal Description to that certain Deed of Trust dated the 27th day of May, 2010, by and between

Living the Dream-Independent Living for Seniors, Inc.

as Mortgagor(s), Jack Ray, as Trustee, and Bank of Putnam County, as Mortgagee:

Lying and being in the Twentieth (20th) Civil District of Putnam County, Tennessee and being more particularly described as follows:

Beginning at a $\frac{1}{2}$ " rebar (old) in the west margin of Deer Creek Road, being the northeast corner of Lot 35, Deer Run Subdivision (James Bartlett), also being a corner of Bartlett; thence leaving the west margin of Deer Creek Road and with the north line of Lot 35, Deer Run Subdivision (James Bartlett) N74°34'04"W 190.00' to a $\frac{1}{2}$ " rebar (old), being the northwest corner of Lot 35, Deer Run Subdivision (James Bartlett); thence severing the land of Bartlett N74°34'04"W 288.40' to a $\frac{1}{2}$ " rebar (old) in the east line of Lot 25, Deer Run Subdivision (Phyllis Bradley); thence with the east line of Lot 25, Deer Run Subdivision (Phyllis Bradley), and the east line of Lot 24, Deer Run Subdivision (James Bartlett) N22°26'25"E 239.03' to a $\frac{1}{2}$ " rebar (new), being the northeast corner of Lot 24, Deer Run Subdivision (James Bartlett), also being the southeast corner of Lot 23, Deer Run Subdivision (James Bartlett); thence with the east line of Lot 23, Deer Run Subdivision (James Bartlett), Lot 22, Deer Run Subdivision (James Bartlett), Lot 21, Deer Run Subdivision (James Bartlett), Lot 20, Deer Run Subdivision (Anna Coffman), Lot 19, Deer Run Subdivision (Charles Stewart), and Lot 18, Deer Run Subdivision (Edward Frazier) N10°46'58"E 604.60' to a $\frac{1}{2}$ " rebar (old), being the northeast corner of Lot 18, Deer Run Subdivision (Edward Frazier); thence severing the land of James Bartlett N10°46'58"E 26.78' to a $\frac{1}{2}$ " rebar (new), being the southwest corner of Dennis Bartlett; thence with the south line of Dennis Bartlett S86°38'01"E 543.22' to a $\frac{1}{2}$ " rebar (new), being a common corner of Dennis Bartlett, Linda Sue Brown, John & Martha Schmidt, and James Bartlett; thence with a west line of John & Martha Schmidt and the east margin of a 30' permanent access easement S15°39'06"W 812.98' to a $\frac{1}{2}$ " rebar (new) in the north margin of a cul-de-sac (Deer Creek Road), being a corner of John & Martha Schmidt; thence with the north margin of said cul-de-sac (Deer Creek Road) around a curve to the left an arc distance of 126.61' (Radius-50.00') to a point in the west margin of Deer Creek Road; thence with the west margin of said road S15°25'56"W 75.84' to the point of beginning. Containing 10.52 acres, more or less, as surveyed by

[Handwritten signature]

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Bartlett Surveying, 214 East Stevens Street, Cookeville, Tennessee, 38501, Alfred M. Bartlett, and R.L.S. #762, on February 24, 2005.

There is a 30' permanent access easement across the eastern portion of the above-described property.

No hogs, chickens, mobile homes, "moved in homes" or junk yards shall be allowed on property. Should property be subdivided into lots of 1 acre or less the restrictions for Deer Run Subdivision shall apply.

Source of Description: The Previous and Last Conveyance

The previous and last conveyance being a Warranty Deed from James E. Bartlett (aka James Edward Bartlett), to Living the Dream-Independent Living for Seniors, Inc., of record in the Register's Office of Putnam County, Tennessee in Record Book 587, Page 544.

Which has the Street Address: 1125 Deer Creek Drive, Cookeville, TN. 38501

Tax Identification: Map 55, Parcel 88.02

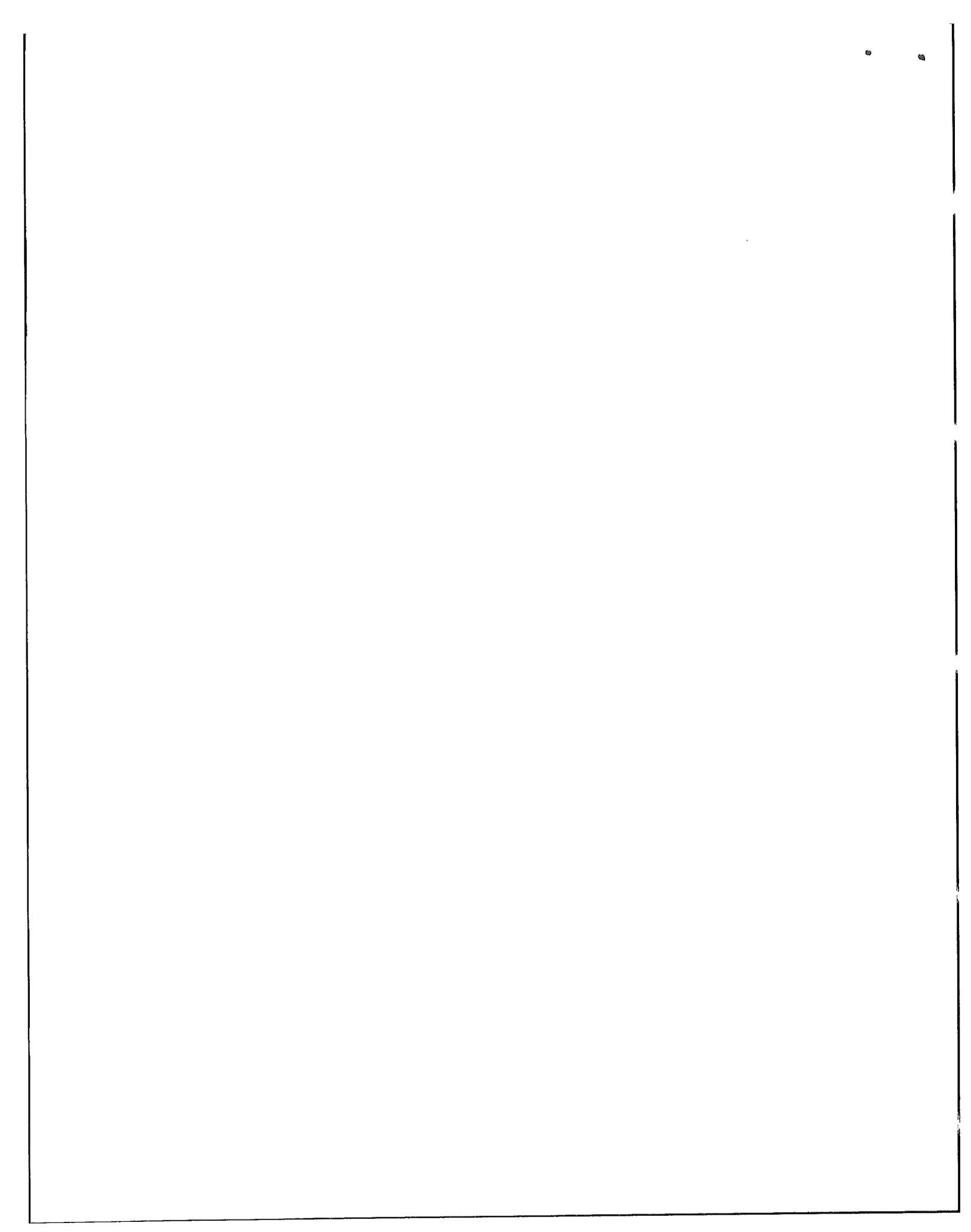
Signed for Identification:

Living the Dream-Independent Living for Seniors, Inc.

BY: Wendy Askins Chairperson

BY: Larry Webb Director

Harold Burris, Register
Putnam County
Rec #: 00987 Instrument #: 118525
Rec'd: 30.00 Recorded:
State: 060.20 4/7/2010 at 2:46 PM
Clark: 1.00 in Record Book
Other: 4.00 587
Total: 095.20 Pgs 547-552



Living The Dream/Retirement Living for Seniors, Inc.

45-0927941

Form 1023 Schedule F Sections II

1a. Yes

- Must be 55 or older or disabled
- must be able to self-evacuate within time limits set by the state governing agency
- must not be on any state abuse registry
- must be financially able to pay the monthly room and board fees.
- Must not present a potential harm to him/herself or others

1b. Yes See #1a above

2a. No

2b. No

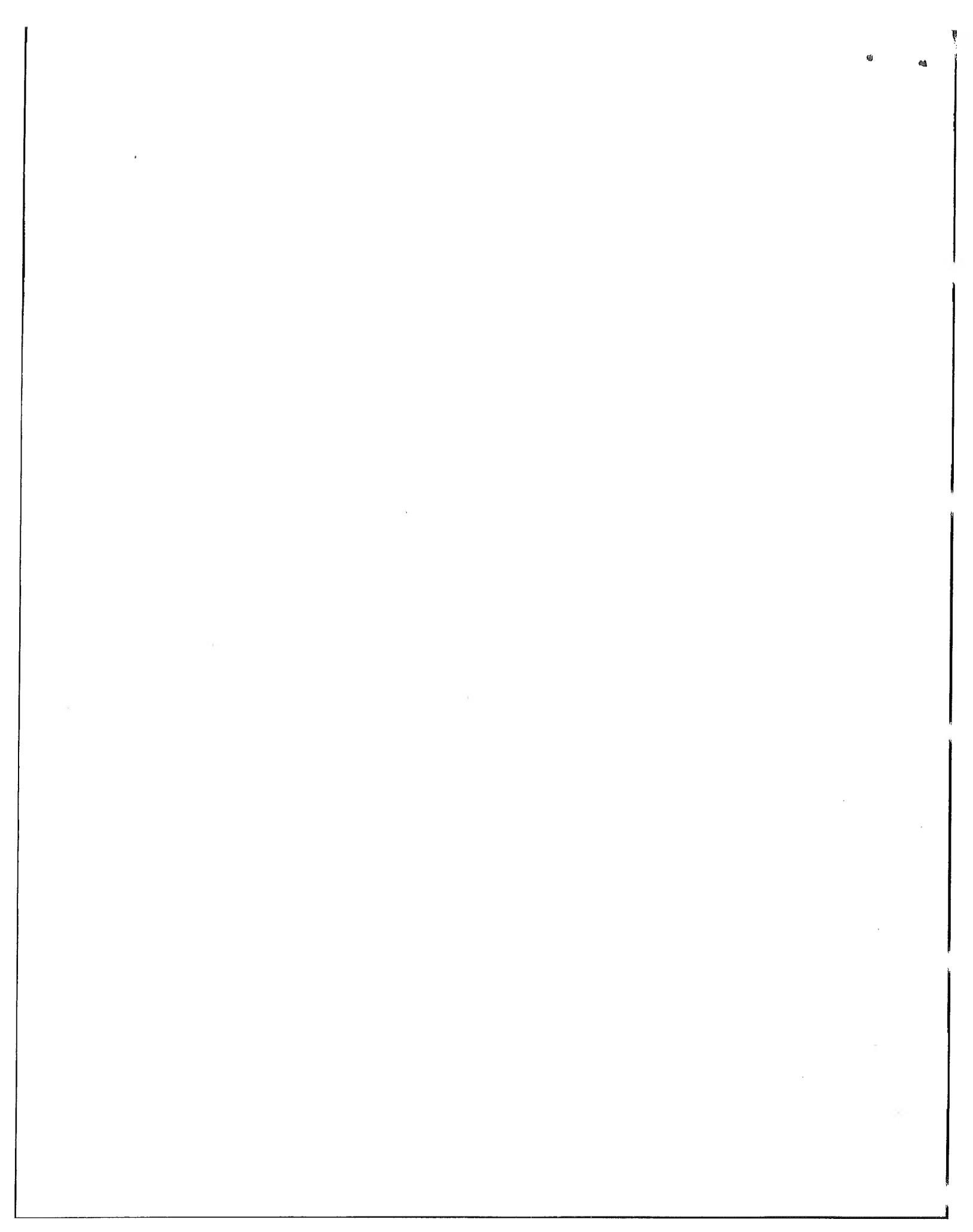
2c. Yes Our primary community is Putnam County. Our secondary community is the entire Upper Cumberland region of middle Tennessee. The HUD FY2010 Income Limits for Putnam County set the income limit for low income at \$27,450. Our anticipated rental rates for room AND board is approximately 50-55% of that total, which definitely fits the qualification of affordable. Our housing is directed at the portion of the population who is looking to enter an assisted living facility for the security and companionship. Our facility strives to provide this at a cost that is at least 25% less than the competition in the region.

3a. Yes In the event that a resident can no longer afford to pay their regular charges, Living the Dream will assist the resident in finding other living arrangements.

3b. No

4. No

5. Living the Dream is situated on a 10 acre tract of land with outside therapeutic activities. There is a large patio, a walkway, a flower garden and farm animals available to provide a distinct advantage of allowing for social and psychological support among residents. On site will be a beauty salon and barber shop. There is a media room that will be available for non



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denominational bible studies, watching TV, playing games, reading, or just relaxing. Activities will be added or altered as requested by the majority of tenants. Weekly movie nights will be planned in the media room with popcorn, candy and beverage. Other exciting activities include computer classes, exercise classes, piano and a pool table. Outdoors our facility will also have available flower gardens, vegetable gardens, and a variety of horses, goats, miniature donkeys, etc. Living the Dream is a pet friendly facility and can accommodate most apartment-sized animals.

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: December 6, 2011

Person to Contact:

Karen Batey 0202939

Toll Free Telephone Number:

877-829-5500

WTVF-TV
c/o Kevin Wisniewski
474 James Robertson Pkwy.
Nashville, TN 37219

Dear Sir or Madam:

This is in response to your December 2, 2011, request for information regarding the tax-exempt status of Living the Dream/Independent Living for Seniors Inc.

We have no record of the tax-exempt status for this organization under 501(a) of the Internal Revenue Code. Therefore, we have no documents to provide in response to your request.

In order to be formally recognized by the Internal Revenue Service as being tax exempt, an organization must apply for exemption. Certain types of organizations, including government entities, are not required to make formal application to the IRS to accept tax-deductible contributions. To be deductible, however, contributions must be used exclusively for public purposes as provided in section 170(c)(1) of the Code. In addition, for Federal income tax purposes only, churches, their integrated auxiliaries, and conventions or associations of churches are treated as organizations described in section 501(c)(3) of the Code, without applying for formal recognition of such status. To qualify for this treatment, an organization must meet all the organizational and operational requirements of section 501(c)(3) of the Code. No determination letters are issued to these organizations.

In addition to our web site, www.irs.gov/eo, Publication 557, Tax Exempt Status for Your Organization, contains information on these organizational and operational requirements.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,


Cindy Thomas
Manager, Exempt Organizations
Determinations